

AFTER RECORDING, RETURN TO:

Thomas and Lynne Johnson

P.O. Box 42

Gardiner, OR 97441

TAX STATUS:

Buyer name and address

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## EASEMENT

THIS AGREEMENT made and entered into on \_\_\_\_\_, by and between \_\_\_\_\_, herein called the first party, and Thomas and Lynne Johnson hereinafter called the second party,

### WITNESSETH

WHEREAS, the first party is the record owner of the following described real property in the County of Douglas, State of Oregon, to wit:

T. 21 S., R. 12 W., W.M.,

A portion of Section 22, more particularly described as follows:

BEGINNING at the NE corner of Donation Land Claim No. 37 in Section 15, Township 21 South, Range 12 West, W.M., Douglas County, Oregon, THENCE, South 01°06'32" East, 2297.36 feet, to a ¾" iron pipe, THENCE, South 00°06'31" East, 31.57 feet to a 1½" iron pipe marking the northeast property corner and the TRUE POINT OF BEGINNING, THENCE, South 01°24'55" East, 554.70 feet, to a 1½" iron pipe, THENCE, South 81°35'11" West, 258.40 feet, to a point on the Highway 101 Right-of-Way line, THENCE, Northerly along the Highway 101 Right-of-Way line, 590 feet, more or less, to a 1½" iron pipe on the Highway 101 Right-of-Way line, THENCE, North 88°35'12" East, 253.83 feet, more or less, to the Point of Beginning.

Containing 3.50 acres, more or less.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate;

NOW THEREFORE, in view of the premises and in consideration of \$1.00 by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed that the first party grants, assigns, and sets over to the second party a perpetual easement of variable width for road purposes over and across the real property as

described above in the County of Douglas, State of Oregon, and as more particularly described on the plat attached as Exhibit A.

The second party shall have all rights of ingress and egress to and from the real estate for residential purposes and for the management of natural resources thereon, (including the right from time to time, except as herein provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first shall have the full use and control of the above described real estate.

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, repairs shall be the responsibility of all parties commensurate with use.

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In constructing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by and officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

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First Party

STATE OF OREGON, County of \_\_\_\_\_)ss.

This instrument was acknowledged by me on \_\_\_\_\_

By \_\_\_\_\_

This instrument was acknowledged by me on \_\_\_\_\_

By \_\_\_\_\_

As \_\_\_\_\_

Of \_\_\_\_\_

\_\_\_\_\_  
Notary Public for Oregon

My commission expires \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Second Party

STATE OF OREGON, County of \_\_\_\_\_)ss.

This instrument was acknowledged by me on \_\_\_\_\_

By \_\_\_\_\_

This instrument was acknowledged by me on \_\_\_\_\_

By \_\_\_\_\_

As \_\_\_\_\_

Of \_\_\_\_\_

\_\_\_\_\_  
Notary Public for Oregon

My commission expires \_\_\_\_\_